

BETWEEN
THE TOWN OF DARIEN
AND
THE CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY
COPS
DARIEN POLICE UNION

EXPIRES JUNE 30, 2014

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AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2012, by and between the **TOWN OF DARIEN** (hereinafter referred to as the "**Town**") and the **DARIEN POLICE UNION** (hereinafter referred to as the "**Union**").

ARTICLE 1 **RECOGNITION**

SECTION 1.01. The Town hereby recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all regular full-time Patrol Officers, Sergeants and Lieutenants employed in its Police Department, but excluding all other employees, office clerical employees, captains, chiefs and other supervisory employees.

SECTION 1.02. **Definitions.** Throughout this Agreement, the following definitions shall apply to the terms set forth below:

(a) The term "**Employee**" as used in this Agreement is hereby defined as any person included in the above-described unit represented by the Union.

(b) The terms "**Department**" and "**Police Department**" as used in this Agreement are hereby defined as the Police Department of the Town.

(c) The term "**Chief**" as used in this Agreement is hereby defined as the Chief of Police of the Town.

(d) The terms "**Commission**" and "**Police Commission**" as used in this Agreement are hereby defined as the Police Commission of the Town.

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as specifically and explicitly limited by the specific provisions of this Agreement, the entire management of the Police Department and the direction of its working forces, including the right to direct, plan and control its operations, to hire, layoff, recall, transfer, promote, demote, suspend, discipline, discharge and direct Employees, to introduce new and improved methods, equipment and facilities and all other managerial powers heretofore traditionally vested in the Town shall remain vested exclusively in the Town.

ARTICLE 3

NON-DISCRIMINATION

Neither the Union nor the Town shall discriminate against any Employee or applicant for employment on any of the following bases as protected by state or federal statute: his/her race, age, color, creed, sex, national origin, marital status, disability, sexual preference, or membership or non-membership in the Union.

ARTICLE 4

SALARIES AND PERQUISITES

SECTION 4.01. Annualized Salary Schedules. The annualized salary schedules for Patrol Officers, Sergeants and Lieutenants are set forth on **Appendix A** attached hereto.

SECTION 4.02. Patrol Officers. (a) Patrol Officers shall advance from Step 1 to Step 2, Step 2 to Step 3, and Step 3 to Step 4 on the Patrol Officers' Schedule on Appendix A with the successful completion of their first, second, third and fourth years of employment, respectively, provided Patrol Officers shall advance from Step 4 to Step 5 on the Patrol Officers' Schedule following successful completion of eighteen (18) months of employment at Step 4. It is understood and agreed to by the parties that this provision shall not affect a Patrol Officer's seniority.

(b) The effective date of any increase in the salary of a Patrol Officer due to step advancement shall be the pay period beginning immediately following the Patrol Officer's anniversary date of hire.

SECTION 4.03. Sergeants and Lieutenants. (a) Increases in salary for Sergeants and Lieutenants within their respective salary schedules as set forth on **Appendix A** shall be based upon merit as determined by the Commission, which shall review the performance of each Sergeant and Lieutenant at least once annually prior to his/her anniversary date of promotion. The effective date of all merit increases for Sergeants and Lieutenants shall be an individual's anniversary date of promotion. All merit increases shall be given in increments of a total step.

(b) Any Sergeant or Lieutenant who is not given a merit increase shall be entitled to a conference with the Commission within thirty (30) days after his/her anniversary date of promotion. At said conference, the Employee shall be entitled to a full explanation of why his/her merit increase was denied.

SECTION 4.04. Hourly Rate. (a) An Employee's regular straight-time hourly rate of pay shall be computed on the basis of a regular workweek consisting of forty (40) hours.

(b) An Employee shall be paid at a rate equal to one and one-half (1½) times his/her regular straight-time hourly rate for all time he/she works in excess of eight (8) hours in a workday.

(c) An Employee shall be paid at a rate equal to one and one-half (1½) times his/her

regular straight-time hourly rate for all hours he or she works on a day scheduled as a day off for him/her unless he/she shall have been given at least five (5) days' advance notice of a change in such day off.

(d) If the Chief accepts an Employee's request for compensatory time-off in *lieu* of overtime described in **paragraphs (b) and (c)** herein, the following shall apply:

(1) The compensatory time-off shall be credited at the rate of one and one-half hours for each such overtime hour that was worked.

(2) The Town shall permit an Employee who has requested use of accrued compensatory time to use such time within a reasonable period after making the request, provided the Chief may deny any request that would result in a short squad, require the use of a replacement at an overtime rate or otherwise result in a shortage of personnel.

(3) At the discretion of the Chief, compensatory time-off may be tendered by the Town in *lieu* of monetary compensation for training sessions of special units such as the underwater recovery team and the S.W.A.T. team.

(4) If redeemed, accrued compensatory time-off shall be paid at the Employee's regular, straight-time, hourly rate.

(5) Upon termination of employment, an Employee who has accrued compensatory time-off authorized under these provisions shall be paid for such unused compensatory time at a rate not less than the final regular straight-time hourly rate at which the Employee was paid immediately prior to termination.

SECTION 4.05. Paydays. Payday shall be on Thursdays. If a holiday recognized under this Agreement falls on payday, Employees shall be paid no later than the end of their shift beginning on the previous day.

SECTION 4.06. Longevity. In addition to their salaries as set forth above, Employees shall be paid "longevity" bonuses annually in accordance with their length of continuous service as follows:

Amount of Bonus (Annualized)				
<u>Length of Service</u>	<u>Effective 07/01/06</u>	<u>Effective 07/01/07</u>	<u>Effective 07/01/08</u>	<u>Effective 07/01/09</u>
More than 10 years, <i>But less than 15 years</i>	\$400	\$450	\$ 500	\$ 550
More than 15 years, <i>But less than 20 years</i>	\$650	\$700	\$ 750	\$ 800
More than 20 years,	\$900	\$950	\$1,000	\$1,050

SECTION 4.07. Shift Differential.

(a) Employees assigned to work on the second (3:00 p.m. to 11:00 p.m.) shift shall, for time they actually work on that shift, receive an additional six and one quarter percent (6.25%) of their respective normal hourly pay (calculated by dividing their respective annualized salaries, as shown on **Appendix A**, by 2,080). Employees assigned to work on the third (11:00 p.m. to 7:00 a.m.) shift shall, for time they actually work on that shift, receive an additional eleven and one quarter percent (11.25%) of their respective normal hourly pay (calculated by dividing their respective annualized salaries, as shown on **Appendix A**, by 2,080).

(b) The shift differential premiums set forth above shall be paid only to those Employees who are assigned to work on the second or third shifts, respectively, and not to those Employees assigned to the first shift (i.e., 7:00 a.m. to 3:00 p.m.) whose work overlaps the shift for which a premium is paid, either by virtue of their reporting early or working late. Similarly, an Employee assigned to the second shift who continues to work into the third shift shall not have his/her premium increase from the second shift premium to the third shift premium. However, the amount of the shift premium shall be counted as part of the Employee's regular straight-time hourly rate for purposes of computing his/her overtime rate of pay. Members of the Detective Bureau working their second shift shall receive the second shift differential premium set forth herein.

(c) Employees assigned to the Detective, Youth, Training, or Records divisions who request and receive approval to work a single shift other than their assigned shift (e.g. swap their assigned day shift for the evening shift) shall not receive shift differential for the single shift if differential would normally be paid for that shift.

SECTION 4.08. Acting Positions.

(a) In the event the Darien Police Commission appoints an Employee to an "acting" position created by the Commission within the Police Department, the Employee so appointed shall be paid in accordance with the salary schedule for that "acting" position for as long as he/she serves in that "acting" position.

(b) As used in this section, the term "acting position" shall also be defined to include (i) a situation where an Employee is assigned to work more than three (3) consecutive scheduled tours of duty in a higher classification within the bargaining unit than that to which he/she is normally assigned, and (ii) the sergeant who is assigned to perform the duties of a lieutenant on a regular basis three (3)¹ days per week (one Employee only) for the short shift, and (iii) the patrol officer who is assigned to perform the duties of the sergeant on a regular basis five (5) days per week for the short shift (one Employee only), but shall not include any officer assigned to work in a higher classification because of normal vacation schedules or absences for personal days. Any Employee who qualifies for the higher rate of pay under this provision shall receive the higher rate for the entire period in which he/she is assigned to the higher classification and the higher rate shall be the "first step" rate of the higher classification.

¹ The parties recognized that the Sergeants and Patrol Officers regularly assigned to perform the duties of Lieutenant and Sergeant, respectively, may not, in some weeks, be so assigned for the full three (3) or five (5) days, respectively, but agree that their assignment for less than three (3) or five (5) days during some weeks due to the requirements of the Yates Plan, will not disqualify them from "acting" status.

SECTION 4.09. Call Back. In the event an Employee who has completed his/her active duty for the workday but remains on an "on-call" status is thereafter called back to the active performance of duty by the Department prior to his/her next scheduled starting time, he/she shall, upon reporting, be given at least four (4) hours' work or four (4) hours' pay at his/her overtime rate of one and one-half (1½) times his/her regular straight-time hourly rate. The provision shall not apply where he/she is required to report early for or work past the end of his/her scheduled shift. The provision shall apply to the Town fireworks detail and to the Halloween detail.

SECTION 4.10. Clothing Allowance/Cleaning Allowance.

(a) Effective July 1, 2012 The clothing allowance for plainclothes Employees regularly assigned to the Detective Bureau and the Youth Bureau shall be \$850 per fiscal year which shall be included in a regular paycheck and subject to normal payroll taxes and subject to taxation as income.

(b) Effective July 1, 2012. The Town shall pay uniformed Employees, by separate check, a uniform cleaning allowance of \$250 each fiscal year, of which \$125.00 will be paid on or about December 1 of each fiscal year and \$125.00 on or about June 1 of each fiscal year.

(c) Where an Employee supplies and maintains personal equipment for the performance of his/her duties, the Town shall pay the cost of repairing or replacing such personal equipment as is substantially damaged or totally destroyed in the course of performance of his/her duties. "Personal equipment" means prescription eyeglasses, contact lenses, and sunglasses, shoes or boots, and wristwatches. Any Employee who submits a claim under this section shall submit such reasonable substantiation, as the Town shall require, of damage or destruction in the course of his/her duties and not merely claim that the loss, damage, or destruction occurred in the course of performing his/her duties. All claims of damage or lost personal equipment and the cost of the damaged or destroyed item shall be subject to approval by the Town which approval shall not be unreasonably withheld. Reimbursement for the cost of repairing or replacing personal equipment in accordance with this section shall not exceed \$200 per pair for prescription eyeglasses or contact lenses, \$150 per wristwatch, \$50 for sunglasses, or \$100 for shoes or boots.

SECTION 4.11. In-Service Training. **(a)** As part of their regular duties, Employees shall be required to participate in "in-service" training programs provided by the Department. An Employee shall be paid at his/her regular straight-time hourly rate, calculated on the basis of a regular work week consisting of forty (40) hours for all time spent in "in-service" training programs, provided said programs conducted either immediately before or immediately after the shift to which the Employee is scheduled to work.

(b) In the event the in-service training programs are held at times other than immediately before or after the shift to which the Employee is scheduled, said Employee shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate (calculated on the basis of a regular work week consisting of forty (40) hours) for all time spent in the program so scheduled. A minimum of two (2) hours pay at time and one-half shall be

guaranteed.

SECTION 4.12. Educational Increments. (a) Effective July 1, 2012. Employees who have received an Associate's Degree, a Bachelor's Degree or a Master's Degree from an accredited college prior to joining the Department shall receive additional remuneration as follows:

Associate's Degree	\$ 350 per year
Bachelor's Degree	\$ 675 per year
Master's Degree	\$ 925 per year

(b) Effective July 1, 2012. Employees who receive an Associate's Degree, a Bachelor's Degree or a Master's Degree after joining the Department in either a police science, psychology or sociology curriculum shall receive additional remuneration as follows:

Associate's Degree	\$ 350 per year
Bachelor's Degree	\$ 675 per year
Master's Degree	\$ 925 per year

(c) Employees who, after joining the Department, receive an Associate's Degree, a Bachelor's Degree or a Master's Degree in a curriculum other than those set forth in (b) above may receive the educational increments set forth above or a portion thereof only at the discretion of and in the amounts approved by the Commission.

(d) Employees who have earned or earn thirty (30) credits at an accredited college toward a degree in a police science curriculum (including transfer credits which are acceptable to said college) shall receive an educational increment of \$150 per year.

(e) The remuneration referred to in paragraphs (a), (b), (c) and (d) above shall not be cumulative, and an Employee shall be paid no more than that amount set forth for his/her own specific educational status.

(f) Any increment payable pursuant to the above provisions shall be paid by the Town as part of the Employee's regular pay.

(g) Employees who attain degree status or the requisite number of credits for an educational increment must substantiate their degree status or actual credits by no later than fifteen (15) days prior to the beginning of the fiscal year during which payments are to be made. No payments shall be due prior to the beginning of the fiscal year immediately following the date upon which the above substantiation has been tendered to the Town.

(h) Employees shall have the right to relinquish their eligibility for any additional remuneration set forth above in subsections (a) - (d) beyond their current status in return for having the Town reimburse them for the cost of tuition and books for taking a course of study in police science, psychology or sociology, or a course the Chief deems relevant and appropriate to advancing the law enforcement profession and provided the course of study is approved in advance by the Chief of Police and the course is completed with a :C: or better grade. If the

Employee leaves his/her employment with the Town within one year after completing the "C" or better grade. If the Employee leaves his/her employment with the Town within one year after completing the course, he/she shall be required to pay back to the Town the tuition and book reimbursement that he/she received.

(i) Officers taking the Emergency Medical Technician's course will be paid time and one-half for classroom hours while not scheduled to work.

SECTION 4.13. Detective Stand-By Pay. Any Employee in the detective division assigned to a stand-by status shall be paid at the rate of fifteen dollars (\$15.00) for each day he/she is on stand-by duty.

SECTION 4.14. Pay For Court Appearances. An Employee required by his/her employment to appear in Civil Court, Juvenile Court or Superior Court or at a Motor Vehicle Hearing on his/her regularly scheduled off-duty time shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate for each such hour or part thereof, but in no event, for less than four (4) hours on each such day. The rate of time and one-half (1½) shall include any payment from the State of Connecticut or from any other agency or party; i.e. the Town pays the difference to make up the time and one-half (1½). Billing for Civil Court appearances shall be handled by the Town.

SECTION 4.15. Shooting Days. The Town shall, in accordance with the following schedule, grant "day-off" slips to Employees achieving excellence in shooting:

- | | | |
|-----|-------------------|--------------------|
| (a) | The "Top Shooter" | 3 "day-off" slips. |
| (b) | Expert | 2 "day-off" slips. |
| (c) | Sharp Shooter | 1 "day-off" slip. |

These "day-off" slips may not be exchanged for compensation and must be scheduled to be used at the mutual convenience of the Town and the Employee in accordance with past practice. A day off/shooting slip will normally expire one year from the date it is earned.

Consistent with the existing practice, the Chief may extend the life of a day off / shooting slip for six (6) additional months. In no event will a day off/shooting slip be valid for more than eighteen (18) months from the date it is earned.

SECTION 4.16. Physical Exam. The Town shall provide each regular, full-time Employee an annual physical examination by a medical doctor in accordance with this section. Such examination shall include an EKG every two (2) years for an Employee who is: a) 40 years of age or older; or b), has a family history of heart disease; or c) for whom, during the course of the physical examination, the examining physician prescribes an EKG. The physical examination shall include a stress test every five (5) years for each Employee who has a family history of heart disease, or for whom the examining physician prescribes a stress test. To receive such examination at the Town's expense, an Employee shall use a physician who participates in and accepts payment under the provisions of the Medical Plan. If an Employee elects to have a physical examination from other than a medical doctor who participates in and will accept compensation from the Medical Plan, the Town will not be liable for the cost thereof.

SECTION 4.17. Special Jobs.

and shall be at one and one half times the Employee's regular straight-time hourly rate based on the annualized salary set forth on Appendix A for Step 5 of the Patrol Officers schedule that is in effect on the date such service is performed, *provided that*, notwithstanding the retroactive application of the initial salary increases applied by this Agreement to the annualized salary for Patrol Officer at Step 5, such increases shall not be effective for any time served on special jobs contracted for prior to the effective date of this Agreement and shall not be applied to any time served on any special job retroactively. The term "Special Job" shall mean a work assignment wherein a third party has contracted with the Department for police services and will compensate the Town for such services. Effective July 1, 2012, if the time served on a special job exceeds four (4) hours, the employee shall be paid in one hour increments for the time served in any hour above four (4) hours regardless of the time actually worked in that hour.

ARTICLE 5
INSURANCE

SECTION 5.01. Medical Plan. The Town shall make available to all eligible, regular, full-time Employees and their **Eligible Dependents** group medical coverage (the "**Medical Plan**") at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Medical Plan documents and in this **ARTICLE (See Exhibit 1)**.

Effective July 1, 2012 employees will be offered the opportunity to enroll in a High Deductible Health Care Plan/Health Saving Plan (Exhibit 2).

SECTION 5.02. Prescription Drug Plan. The Town shall, as a component of the Medical Plan described above (whether included within the Medical Plan or set forth in an independent "**Prescription Drug Plan**" at the Town's discretion), make available to all eligible, regular, full-time Employees and their **Eligible Dependents** group prescription drug coverage ("**Medical/Prescription Drug Coverage**") at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the plan documents and in this **ARTICLE (See Exhibit 1)**.

SECTION 5.03. Dental Plan. The Town shall make available to all eligible, regular, full-time Employees and their **Eligible Dependents** group dental coverage (the "**Dental Plan**") at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Dental Plan documents and in this **ARTICLE**.

SECTION 5.04. Dependents. For all purposes throughout this **ARTICLE**, "**Eligible Dependents**" shall include only those individuals defined as such by the insurance contract that the Town purchases to provide the Medical/Prescription Drug Coverage described in this **ARTICLE** ("**Insurance Contract**"), *provided that*, notwithstanding any provisions to the contrary set forth in the Insurance Contract or in this Agreement, **(a)** Eligible Dependents shall include any

dependent child who has not yet attained his or her twenty-first (21st) birthday, and **(b)** any dependent child age twenty-one (21) or older who is enrolled as a regular, full-time student as defined by the Insurance Contract but has not yet attained his or her twenty-fourth (24th) birthday.

SECTION 5.05. Cost. (a) Medical/Prescription Coverage. Each covered Employee shall pay twelve percent (12.0%) of the premium cost for Medical/Prescription Drug Coverage provided under this Agreement for him- or herself and his or her Eligible Dependents, whether the Town elects to provide such coverage as components of a single plan or as separate plans, ***provided that*** the Employee's share of the premium cost shall increase by one-half of one percent (0.5%) in each fiscal year of this Agreement, beginning with the 2007-08 fiscal year, in which the combined cost of Medical/Prescription Drug Coverage to the Town increases by one-half of one percent (0.5%) or more over the immediately preceding fiscal year's cost for such coverage, provided that the Employee's share of the premium cost shall not increase beyond thirteen and one-half percent (13.5%) during the term of this Agreement.

Effective January 1, 2013, the Town shall continue to pay ninety percent (90%) of the premium cost for coverage of an eligible Employee and his or her eligible dependants under the HMO Plan and the Dental Plan that the Town offers pursuant to this Agreement, but the Town shall be required to pay no more than eighty-six percent (86%) of the premium cost for coverage of an eligible Employee and his or her eligible dependants under any more expensive Medical Plan (currently a PPO Plan) and for coverage under the Prescription Drug Plan that the Town offers pursuant to this Agreement.

Effective June 30, 2014, the Town shall continue to pay ninety percent (90%) of the premium cost for coverage of an eligible Employee and his or her eligible dependants under the HMO Plan and the Dental Plan that the Town offers pursuant to this Agreement, but the Town shall be required to pay no more than eighty-five percent (85%) of the premium cost for coverage of an eligible Employee and his or her eligible dependants under any more expensive Medical Plan (currently a PPO Plan) and for coverage under the Prescription Drug Plan that the Town offers pursuant to this Agreement.

(b) Dental Plan. The Employee shall pay ten percent (10.0%) of the premium cost for Dental coverage for him- or herself and his or her Eligible Dependents under this Agreement.

(c) Payroll Deduction. The Employee's share of the premium cost shall be deducted in equal installments from each paycheck issued to the Employee during the period of coverage, and each participating Employee will execute forms provided by the Town authorizing such deductions.

SECTION 5.06. Cost Savings Opportunities. (a) Each July, the Town will pay to each Employee who, in the immediately preceding fiscal year, switched from a more expensive to a less expensive Town-sponsored Medical Plan (i.e., from the PPO Plan to the HMO Plan) an amount equal to thirty percent (30%) of the cost savings actually realized by the Town over the course of the immediately preceding fiscal year as a direct result of such switch.

(b) Effective July 1, 2012 Cost Savings Opportunity. (b) Absent a qualifying event, each Employee covered by the Town's Medical/Prescription Drug Coverage for a minimum of eighteen (18) months shall have the option, during

the Town's annual open-enrollment period, to reject Medical/Prescription Drug Coverage and receive in lieu of such coverage a payment equal to one third (1/3) of the annual premium cost for the Medical/Prescription Drug Coverage he or she held eighteen months prior to the open-enrollment period. Such payment in lieu of such coverage shall be available in each Plan Year in which the Employee elects to reject such coverage during the annual open-enrollment period.

(c) Each Employee who rejects Town-sponsored Medical/Prescription Drug Coverage as provided in **subparagraph (b)** above may, at his or her option during the Town's next annual open-enrollment period, apply to reinstate such coverage provided the Employee authorizes the Town to resume deducting the Employee's premium share for such coverage, described above, from his or her regular pay. Employees who once rejected Medical/Prescription Drug Coverage and apply for reinstatement of such coverage shall not have to prove insurability.

SECTION 5.07. Reimbursement Account Plan. The Town will maintain, pursuant to the provisions of Section 125 of the Internal Revenue Code, a Reimbursement Account Plan (an "**RA Plan**") for the purpose of enabling eligible Employees to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for their share of Group Insurance Premiums ("**Premium Conversion**"), Health Care costs ("**Health Care Reimbursement**") which are not covered by the Medical or Dental Plans described in this **ARTICLE**, and Dependent Care costs ("**Dependent Care Reimbursement**"). Each Employee will be permitted to divert a maximum of \$5,000 per Twelve (12)-Month Year for Dependent Care and \$5,000 per Plan Year for Health Care Reimbursement. There is no specific maximum limit for Premium Conversion, but all diversions of income to the RA Plan are subject to applicable provisions of the Internal Revenue Code.

In addition, the following provisions will apply:

(a) Under no circumstances will the Town be required to contribute any monies to the RA Plan or to any account established pursuant thereto.

(b) The RA Plan will coincide with the Group Insurance Plan year, which, as of the effective date of this Agreement, begins January 1 annually.

(c) Each Employee desiring to participate must apply, enroll and submit the required information during the annual enrollment period immediately preceding the Plan Year of participation.

(d) As a condition precedent to the establishment of an account under the RA Plan, the Employee must submit to the RA Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his or her pay the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.

(e) If the employment of an Employee terminates for any reason while he or she is a participant in the RA Plan, the Employee will be permitted to withdraw the unencumbered balance

from his or her RA Plan Account.

(f) Unexpended balances in each RA Account at the end of each Plan Year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description contained in the insurance booklet issued by the carrier. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with the terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate, under rules uniformly applicable to similarly situated participants.

SECTION 5.08. Life Insurance. The Town shall provide group term life insurance coverage for each of its regular full-time Employees in a face amount equal to the Employee's annual base pay, not including overtime, shift differential, educational benefits, longevity, holiday pay or any other benefits.

SECTION 5.09. Long Term Disability. Each Employee who has not yet completed twenty (20) years of continuous service as an Employee and is not eligible for normal retirement or disability retirement benefits under the Police Pension Plan described in **ARTICLE 6** of this Agreement shall enroll in the Town's Long Term Disability Plan for Employees, which provides income replacement benefits for an Employee required to be absent from work due to his or her total and permanent disability resulting from his or her covered non-work related injury or illness, in accordance with and subject to the terms and conditions set forth in such Plan and the following:

(a) Monthly benefits shall not exceed 60% of the Employee's monthly salary as of his or her last day worked. The Employee's monthly salary shall be calculated by dividing by twelve (12) the applicable annualized salary, as set forth on Appendix A, at which the Employee is paid as of his or her last day worked.

(b) Monthly disability payments will begin in the next month following ninety (90) consecutive days of total and permanent disability and will continue to be made each month thereafter during the period of the Employee's total and permanent disability until the Employee ceases to be totally and permanently disabled, attains age 65² or dies, whichever occurs first; and

(c) Monthly benefit payments will be reduced by any and all amounts paid the Employee through workers' compensation (including heart and hypertension benefits), social security, retirement benefits, other disability benefits for which the Employee is eligible, including, among others, disability retirement benefits, and any other offset normally found in long term disability policies.

SECTION 5.10. Eligibility. Whether or not benefits are payable to an Employee or to his/her dependents under the provisions of any insurance policy set forth herein shall be governed by the terms of the particular policy and shall not be arbitrable under the terms of this Agreement.

² Consistent with ADEA requirements.

SECTION 5.11. Worker's Compensation. The Town shall provide worker's compensation coverage for its Employees in accordance with the terms and conditions of State law.

Nothing in this Agreement shall be construed or applied to prevent the Town from establishing and implementing a return-to-work program, including, but not limited to, managed care and light-duty requirements, with respect to any Employee who has been disabled by a compensable injury or a non-compensable illness or injury. A grievance concerning the suitability of a light-duty assignment may be initiated and pursued in accordance with the Grievance Procedure of this Agreement.

SECTION 5.12. False Arrest Insurance. The Town shall furnish to the Union a copy of its current "false arrest" insurance policy covering Employees.

SECTION 5.13. Death in the Line of Duty. (a) The Town shall provide \$50,000 to be paid to the Employee's beneficiary in the event that he/she is killed in the line of duty.

(b) If an Employee is killed in the line of duty, the Town will continue to extend the medical insurance coverage in effect as of the Employee's last day worked to his/her spouse, until (i) the said spouse remarries, (ii) dies, or (iii) the earliest date on which the deceased Employee would have been eligible to retire under the Darien Police Pension Plan, whichever is sooner, and to the Employee's dependent children as defined in Section 5.04.

SECTION 5.14. Change of Carriers. Nothing provided herein shall be construed or applied to discontinue or curtail the Town's inherent right to change insurance carriers or to self-insure in whole or in part, at any time, provided the coverage described in this Agreement continues to be made available at a level that is substantially equivalent to the level of covered services available under the Plans in effect as of the effective date of this Agreement.

SECTION 5.15. Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Town to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier or the outside Plan Administrator and shall not subject the Town to any claim in any forum. In no event shall the Town be considered to be an insurer or a guarantor of any covered services or benefits.

ARTICLE 6 **PENSION.**

SECTION 6.01. Employees shall be entitled to pension benefits in accordance with the terms and conditions of the Darien Police Pension Plan (the "**Pension Plan**"). The maximum pension allowed for any Employee who retires and is eligible for retirement benefits from the Pension Plan ("**Retiree**") shall be seventy-two percent (72%) of his/her average monthly compensation as defined in **SECTION 6.05** herein, *provided that* the maximum pension allowed an Employee who retires after the effective date of this Agreement after having successfully

completed twenty-nine (29) or more years of service in the Department shall be seventy-six percent (76.0%) of his/her average monthly compensation as defined in **SECTION 6.05** herein. Pension credits, as provided in Section 4.02 of the Pension Plan and in this **SECTION 6.05**, shall be earned at the rate of two and one-half percent (2½%) per year of service to the Department for service years one (1) through twenty-six (26); at the rate of three and one-half percent (3½%) per year for service years twenty-seven (27) and twenty-eight (28); and, for any Retiree eligible for pension benefits equal to seventy-six percent (76.0%) of his/her average monthly compensation as provided above, at the rate of four percent (4.0%) per year for service year twenty-nine (29).

SECTION 6.02. Town shall review annually the status of annual pension benefit payments made to Retirees or their survivors pursuant to the Pension Plan. The Town shall provide the Union advance notice of such review and shall inform the Union of the results of the review.

SECTION 6.03. Overtime pay will be excluded when computing pension benefits for Employees hired to begin work after January 1, 1978, but will continue to be included when computing pension benefits for Employees hired to begin work on or before January 1, 1978, for as long as they remain Employees of the Department or are covered by the Pension Plan.

SECTION 6.04. Prior to receipt of his or her first pension benefit payment, each married Employee eligible for a pension may elect a reduced pension benefit in order to provide his or her spouse with a death benefit greater than the 66²/₃ provided by the plan for the surviving spouse of a Retiree receiving the standard benefit. By allowing his/her benefit to be actuarially reduced, the Retiree's spouse will receive a death benefit of 75% or 100% depending upon the option chosen by the Employee/Retiree.

SECTION 6.05. (a) As provided in Section 1.02 of the Pension Plan, average monthly compensation for purposes of calculating retirement benefits shall be defined as the average monthly compensation, excluding overtime, received during the twenty-one (21) months immediately preceding retirement, except that for Employees hired to begin work on or before January 1, 1978, overtime pay shall continue to be averaged over three (3) years immediately preceding retirement for purposes of calculating retirement benefits. It is hereby agreed between the parties that the foregoing provisions, describing Section 1.02 of the Pension Plan, supersede section 38-158(b)(1) of the Code defining average monthly compensation as the average monthly compensation received during the three (3) years immediately preceding retirement.

(b) Payments by the Town to the Pension Plan shall be made annually based upon the recommendation of the actuary retained by the Town who shall make an annual actuarial valuation of the plan to determine the benefits, costs and liabilities of the plan. It is hereby agreed between the parties that the Town shall make such payments in accordance with **ARTICLE 3** of the Pension Plan, and the provisions of section 38-151 of the Code regarding such payments are superseded and replaced by the foregoing.

SECTION 6.06. Supplemental Retirement Fund. (a) A surcharge in the amount of \$2.00 per hour shall be applied to the time Employees serve on Special Jobs pursuant to Special Jobs contracts. The surcharge shall be collected by the Town and deposited into the Darien Police Association Supplemental Retirement Fund ("**Supplemental Retirement Fund**"), an interest bearing account maintained by the Darien Police Association (the "**Association**"), for use

exclusively to provide supplemental retirement benefits in a non-discriminatory manner to those Retirees who retired on or after July 1, 2002, who are eligible for retirement benefits from the Pension Plan and who, on July 1st of each such year, have been retired for five (5) years or more. Monies so distributed from the Supplemental Retirement Fund shall not affect any increases in monthly pension benefits that may result from the annual reviews provided for in **SECTION 6.02** of this Agreement.

(b) Upon deposit of such funds into the Supplemental Retirement Fund account, the Association shall have sole responsibility for securing, investing and distributing such funds to such Retirees, and the Town shall have no further responsibility for the surcharge monies after it makes such deposits. The Association shall indemnify and hold the Town harmless from any and all claims, causes of action, complaints, grievances and suits arising from or relating to the security, investment or distribution of such funds, and issues arising with respect to such funds shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

ARTICLE 7

HOLIDAYS

SECTION 7.01. **(a)** The following are recognized paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(b) Employees who work as scheduled on the following days shall receive their regular pay for the time they work on such days plus a bonus of four (4) extra hours for each and every tour they worked on such days:

Easter Sunday
Thanksgiving Day
Christmas Day

This bonus shall apply to officers called in to fill a short squad and to work the entire eight (8) hour extra tour of duty on such days.

(c) Employees who work on Christmas Eve Day shall receive their regular pay for the time they work on such day plus a bonus of two (2) extra hours for each and every tour they worked on such day. This bonus shall apply to officers called in to fill a short squad and to work the entire eight (8) hours extra tour of duty on such days.

(d) Any Employee not originally scheduled to work on a shift that begins on Christmas Day, but who works on any such shift because he or she was called in from a list of volunteers or was otherwise ordered in by the Chief or his or her designee shall be paid at a rate equal to two (2) times his or her regular straight-time hourly rate of pay for all time he or she works on such

shifts.

ARTICLE 8 **VACATIONS**

SECTION 8.01. Employees with more than three (3) months of service in the Police Department shall be entitled to vacations with pay based upon total years of continuous service in the Department as follows:

At least 3 months, but not more than 1 full year	1 day per month
At least 1 full year, but not more than 4 full years	2 weeks (10 days)
At least 4 full years, but not more than 12 full years	3 weeks (15 days)
At least 12 full years, but not more than 20 full years	4 weeks (20 days)
At least 20 full years	5 weeks (25 days)

SECTION 8.02. (a) The vacation year for purposes of computing vacation benefits (time off and pay) shall be July 1 - June 30. However, vacations may be scheduled at the discretion of the Chief on a calendar year basis in accordance with present Department policies. The vacation calendar shall include a full fifty-two (52) weeks a year with no week or weeks eliminated. Short-week vacation days shall be scheduled in the same manner as regular vacation weeks.

(b) Employee's will be allowed to use two (2) week's vacation in segments of no less than two (2) days at a time, provided the request for time off is made to the Chief of Police at least five (5) days prior to the dates requested as vacation days.

(c) Employees will be allowed to use up to one (1) week of split vacations in single days, provided adherence to the vacation schedule and guidelines are followed. Requests for single vacation days must be submitted to the Chief or his or her designee not less than five (5) or more than thirty (30) days in advance of the day requested. All such requests shall be in accordance with and subject to the Department's vacation policy.

Single day vacation requests made less than five (5) days in advance shall be granted provided that said request does not create overtime for that day. Two (2) Employees from the same squad may request a single day vacation under 8.02 c provided that no Employee from the other squad working at that time is on vacation.

SECTION 8.03. Upon termination of employment, an Employee shall be paid whatever vacation benefits have accrued to him/her prior to the date of termination on a pro rata basis according to the following schedule:

SERVICE TIME (YEARS)

No. of Full Months of Service Since July 1 Annually	Less than 1	At Least 1, Not More than 4	At Least 4, Not More than 12	At Least 12, Not More than 20	At Least 20
1	0	1 day	1 day	2 days	2 days
2	0	2 days	3 days	3 days	4 days
3	0	3 days	4 days	5 days	6 days
4	1 day	3 days	5 days	7 days	8 days
5	2 days	4 days	6 days	8 days	10 days
6	3 days	5 days	8 days	10 days	13 days
7	4 days	6 days	9 days	12 days	15 days
8	5 days	7 days	10 days	13 days	17 days
9	6 days	8 days	11 days	15 days	19 days
10	7 days	8 days	13 days	17 days	21 days
11	8 days	9 days	14 days	18 days	23 days
12	9 days	10 days	15 days	20 days	25 days

SECTION 8.04. An Employee's anniversary date shall determine his/her length of service on the force.

SECTION 8.05. Vacations are generally to be taken in the year earned but up to five (5) of the days earned in a year can be deferred to the following year, provided the present vacation policy is adhered to (whereby no more than one officer per squad can be on vacation at the same time unless there are extenuating circumstances approved by the Police Commission) and provided further that no Employee shall be permitted to use more than five (5) such deferred days in any year. For example, an officer earning ten (10) days per year may defer five (5) of those days to the following year, an Officer earning fifteen (15) days per year may defer five (5) of those days to the following year, and an Officer earning twenty (20) days per year may defer five (5) of those days to the following year.

ARTICLE 9 **LEAVES**

SECTION 9.01. **Leave For Death In Family.** In the event of a death in a regular full-time Employee's immediate family, the Employee may absent himself from work for a maximum of three (3) days on which he/she is scheduled to work without loss of pay at his/her regular straight-time hourly rate for those days, provided he/she notifies his/her Captain promptly that he/she is going to be absent, and the reason therefor. An Employee's immediate family is hereby defined as including only his/her spouse, parents, grandparents, sisters, brothers, children, grandchildren, mother-in-law and father-in-law.

SECTION 9.02. **Sick Leave.** (a) Employees will accumulate sick leave days at the rate of one (1) sick leave day for each full month worked. Employees with five (5) or more years of service will accumulate sick leave days at the rate of one and one-quarter (1¼) days for each

full month worked.

(b) Employees will be permitted to accumulate unused sick leave days beyond one hundred fifty (150) days and at retirement will receive one day's pay for every three (3) days of unused sick leave above one hundred fifty (150) days. Payment will be made at retirement by a separate check. This payment will not be included in the computation of the Employee's pension benefit. No payment will be made for any time less than one hundred fifty-three (153) days. Payment for time over one hundred fifty-three (153) days will be prorated to the nearest hour, where necessary.

(c) If any Employee is absent for non-work-related illness or injury for three (3) or four (4) consecutive days, the Town shall have the right to require the Employee to provide a physician's diagnosis and a verification, at the Town's expense, that the Employee was unable to work before paying the Employee for any sick days.

(d) **Family Sick Leave.** Each Employee shall be permitted to take up to three (3) days leave without loss of his or her regular pay in each fiscal year beginning July 1, 2003 when necessary to provide care for his or her spouse or child who is ill or injured ("**Family Sick Leave**"). The Town shall reduce the Employee's sick leave accumulation under **SECTION 1 (a)** or (b) above for all such Family Sick Leave time the Employee uses.

(e) The Chief may discipline an Employee for just cause for abusing sick leave.

SECTION 9.03. Personal Leave Days An Employee may be absent from work for up to a maximum of two (2) regular workdays per year without loss of regular pay for the purpose of discharging compelling personal obligations which cannot be discharged outside the employee's regular working hours. Such absences shall be called "personal leave days" and shall be subject to the following terms and conditions:

a. permission to take such leave shall be at the discretion of the Chief;

b. one (1) day per year may be used and granted without exception for a good and valid emergency, which is unforeseen and for which no advance notice is possible (e.g., hot water heater failure) which shall be documented for the Chief. Emergency use shall be granted only to one (1) employee per shift. Failure to document the emergency or use which is not an emergency shall result in the day being forfeited and the employee being off without pay;

c. for any non-emergency personal day request, the Employee must, as promptly as practicable after he/she learns of his/her need, but no later than five (5) days in advance, submit a written request to his or her Captain for permission to be absent on a designated shift and specify the reason for the requested absence;

d. no requests for non-emergency personal days, except under extreme circumstances, will be granted on holidays recognized under this Agreement or days immediately preceding or following such holidays or an Employee's vacation, or whenever a requested absence can reasonably be anticipated to cause staffing to go below acceptable staffing levels (i.e., "short squads" or other acceptable minimum staffing);

e. the Captain shall respond to the request as promptly as possible and, under normal circumstances, the response should be provided within forty-eight (48) hours after receipt of a request which has been duly made; and

f. a request which has been duly made shall not be unreasonably denied, provided that the final decision will be made by the Chief or, in his/her absence, by his designee, and the Chief's decision shall be final and binding on all parties unless his/her decision was made arbitrarily or capriciously.

SECTION 9.04. Injury Leave. An Employee who is on leave due to an injury received in the line of duty shall participate in light duty when called upon, including training, provided such duty is appropriate to the Employee's physical or emotional impairment. Because an Employee on injury leave is eligible for the continuation of his/her regular compensation in accordance with Section 9.05, the Town shall not be obligated to pay additional compensation for such light duty, unless it exceeds eight (8) hours in one (1) workday.

Section 9.05 Compensation while on Injury Leave. An employee who is granted Worker's Compensation benefits shall receive his/her regular pay for nine (9) months and the Town will be 100% responsible for supplementing the workers' compensation benefits.

After nine (9) months, the Town will be responsible for supplementing the employee's workers' compensation benefit up to 75% of the employee's pay and the employee can use accrued sick leave to receive the remaining 25% of his/her regular pay.

After twelve (12) months, the Employee shall receive the statutorily required workers' compensation benefit(s) and the Town will no longer supplement the employee's workers' compensation benefit. The employee may use accrued sick leave as a supplement above the statutorily required workers' compensation benefit to continue to receive his/her regular pay.

If an employee has depleted all of his/her accrued sick leave, he/she may use any other accrued leave time to supplement his/her workers' compensation payments. An employee who does not have sufficient accrued leave time to supplement his/her workers' compensation benefit shall only receive the statutorily required workers' compensation benefit

ARTICLE 10

DUTY SCHEDULES AND SHIFT ASSIGNMENTS

SECTION 10.01. (a) The Chief shall continue to assign hours of work and work schedules in accordance with the "Yates Plan" subject to the provisions of this **ARTICLE**.

SECTION 10.02. Officers must bid for assignment to either the "Days and Evening" or "Midnight" shifts. Each bid is for a six (6) month period. Officers bidding for the Midnight shift shall be given first preference for assignment to that shift subject to the following:

- a. Subject to the staffing needs on each shift as determined by the Chief and the other limitations set forth herein, assignments to each shift shall be based on the seniority of the bidding officers.
- b. A senior officer may bump a junior officer from his or her bid.
- c. The Chief may transfer an officer to or from the Midnight shift for Administrative reasons or, under unusual circumstances, for scheduling purposes.
- d. If an insufficient number of officers bid for the Midnight shift, the Chief shall draft junior officers for assignment to that shift and may, at his or her discretion, assign probationary officers to that shift.
- e. The Acting Lieutenant Position on the Midnight shift will be filled by appointment of the Chief and shall not be bid.
- f. The Chief shall continue to have the right to deny any bid on the basis of his or her judgment as to the most efficient operation of the shift.
- g. If the Chief determines that an additional officer is needed to fill the Midnight shift, the Chief will make the assignment from among officers who had bid the Midnight shift, unless Administrative reasons lead the Chief to make the appointment from other officers who had not bid the Midnight shift.
- h. At the discretion of the Chief, an officer may change shifts if there is another officer willing and qualified to take his or her place, but both officers will lose their vacation selections if, by moving into the new squad, they violate any of the vacation rules.

SECTION 10.04. (a) Each shift assignment shall normally be for a six (6)-month period. Except in exceptional circumstances, after an officer works a six (6)-month period of Midnights, either by bid or draft, said officer shall not be drafted for Midnights again until all or almost all officers within said rank have worked Midnights. Example: (No Lieutenants bid Midnights. There are four uniformed Lieutenants, A, B, C and D. D is drafted to work Midnights. D will work six (6) months of Midnights and then not work them again, except by choice, for eighteen months.)

(b) Under normal circumstances, bidding will be conducted not less than three (3) months prior to the start of the next six (6)-month assignment period. Officers will not be permitted to change their bids. Changes in assignments will be at the discretion of the Administration..

(c) Vacation schedules for each six-month shift assignment period will be established as soon as possible after the shift bidding for each respective period is complete and will remain in effect for the six (6)-month shift assignment period.

(d) Specially assigned personnel will not be included in any draft while in their specially assigned positions. Any specially assigned personnel who, for whatever reason, leave their specially assigned positions will bid for their shifts at the time of shift bid, and will in the interim be assigned by Departmental need and seniority as described above.

SECTION 10.05. The provisions of this **ARTICLE** will not limit in any way the Administration's right to move additional officers to any job within the Department from any other job for any reason including, but not limited to, special assignments, promotions, demotions or coverage of tours because of illness or injury, training, or similar reasons.

ARTICLE 11 **WORKING CONDITIONS**

SECTION 11.01. Except as specifically provided in this Agreement, present policies concerning hours of work, overtime, rate of overtime pay, car allowance, rate of holiday pay, sick leave, extra work assignments and pay in effect on the date of this Agreement shall not be changed by the Town without prior written approval by the Union, provided, however, that when assigning Employees to work, the Chief shall, except in emergencies, make such assignments in accordance with a schedule essentially similar to the one commonly known as the "Yates Plan".

Employees routinely assigned to work a Monday-through Friday schedule shall receive one (1) day off per month in accordance with existing practice.

SECTION 11.02. Vacancies. Within sixty (60) days of the occurrence of any permanent vacancy in the rank of Sergeant, Lieutenant or Captain, the Commission shall either **(a)** announce the abolition of the position, or **(b)** fill the vacancy from the eligibility list, if any, in effect on the date the vacancy occurs. If no such eligibility list is in effect on the date the vacancy occurs, the Commission shall within (30) days, announce an intent to fill the vacancy or abolish the position. If the vacancy is to be filled, the Chief shall promptly begin the process of scheduling the appropriate examination(s) to create an eligibility list of candidates for the position(s). The examination(s) shall be administered without undue delay, ***provided, however, that*** in no case shall an examination be administered less than sixty (60) days after notice of such examination is prominently posted. Once created, an eligibility list shall remain in effect for two (2) years from the date of its promulgation. The date the vacancy occurs shall be defined as the conclusion of the last day of employment of the vacating officer. In the event a position which has been abolished is reestablished within one (1) year from the date upon which it was abolished, it shall be filled from the eligibility list, if any, in effect on the date the vacancy occurred. Nothing herein shall be construed or applied to prevent the Chief from temporarily filling a vacant position until an appointment to such position is made

SECTION 11.03. Short Squads. (a) The Commission shall compile a roster by seniority of those police officers desiring to work overtime on off-duty days. This roster will be used only as specifically set forth in this **SECTION**, and its compilation or use shall not imply that Employees are not required to work overtime when assigned.

(b) A short squad is one that consists of less than six (6) officers. When it is necessary because of absences due to illness, vacation, personal days or other reasons to fill "short squads" for regular tours of duty, the Department shall call Employees in pursuant to the Department's Ideal Squad Policy.

SECTION 11.04. Contract Negotiations. For contract negotiations and for sessions required to process grievances, no more than three (3) members of the bargaining unit will be allowed time off from work without loss of regular pay when their presence at such sessions is required. The Union will, however, make every reasonable effort to conduct such business on off-duty time.

SECTION 11.05. Residence. As a condition of employment and continued employment, Employees must reside in Darien or in a town or city located within twenty five (25) miles from the existing Town of Darien borderlines.

SECTION 11.05. Fitness Program. All Employees hired on or after July 1, 2007 shall be required to participate in the Darien Police Department Fitness Program (the "**Fitness Program**") and shall be referred to as "**Mandatory Participants**." Employees actively employed by the Department as of June 30, 2007 shall not be required to participate in the Fitness Program, but shall be invited to participate in any aspect of the Fitness Program at their option and without penalty and shall be referred to as "**Voluntary Participants**."

Section 11.06. Canine Handler (K-9)

1. The Town, through the Police Department ("Department"), will obtain a suitable canine for the K9 Program. It is the intent of the Department that the canine be suitably trained for tracking, narcotics detection, and typical patrol duties.

2. Ownership of the canine remains solely vested in the Town provided however, that the Town may seek to relinquish ownership upon expiration of the canine's serviceability to the Town or the Town's termination of the K9 Program. The Town will afford the handler of the retired canine the right of first refusal to purchase the canine at a price mutually agreed upon by the Town and the handler. Failure of the handler to comply with the terms of this Agreement, withdrawal, or inability of the handler to continue in a handler capacity shall not constitute an expiration of serviceability for the canine, and the Town reserves the right to reassign the canine to another handler.

3. The Town and the Union agree that the Department will afford any interested patrol officer an opportunity to apply for any opening as a K9 handler. The Town and the Union further agree that the K9 Committee will actively participate in the selection process to identify suitable handler candidates to be forwarded to the Department for consideration. The final appointment of a handler rests solely with the Department. The Town and the Union further agree that any handler may be removed as a handler for just cause, including, but not limited to, violation of the terms of this Agreement and the handler shall have the right to challenge such action through the grievance procedure..

4. The handler agrees to undergo and successfully complete all training necessary, as determined by the Department in its sole discretion, to successfully implement and maintain said K9 Program.

5. The handler may, with good and sufficient reason acceptable to the Department, voluntarily withdraw as a handler provided the Department is given six (6) months notice in

writing of his or her intent to do so. The six (6) month notice requirement may be waived by the Department for a demonstrated hardship.

6. The handler agrees to house, care, train, and maintain the canine in the manner prescribed by the trainer and the Department. The Department reserves the right to periodically inspect the premises and conditions in which the canine is housed and maintained.

7. The Town agrees to bear all reasonable and documented expenses pertaining to the care and maintenance of the canine, including, but not limited to, food, medical care, and insurance.

8. The Town agrees to bear any reasonable and documented expenses related to boarding the canine in the event the handler is away or otherwise unable to care for the canine due to injury or illness. Any such arrangements made according to the provisions herein shall require the prior approval of the Department. In the event of any long term illness or injury to the handler that the Town reasonably believes is diminishing the continued viability of the canine asset, The Town reserves the right to reassign the canine to another handler.

9. The Town agrees to bear all reasonable and documented expenses pertaining to properly equipping both the handler and the canine for service to the Department. The handler agrees to properly maintain and properly use the equipment provided to him/her by the Department and return the equipment to the Department upon completion of his/her service as a handler.

10. The Town agrees to provide the handler with the use of a properly equipped marked police vehicle for the transportation of the canine to and from work, training, or functions authorized by the Department. Use of the vehicle for other purposes or the carrying of passengers not authorized by the Department is prohibited. The Town agrees to bear all reasonable and documented expenses related to the vehicle, including fuel and maintenance.

11. The Union agrees that the Department may assign the handler to a shift contrary to his or her bid based on the most efficient use of the K9 Unit as determined by the Department. The Union agrees that the handler will be assigned to a patrol squad and count toward the minimum staffing requirement.

12. The Union acknowledges that the nature of a K9 Program is such that circumstances may require that the handler and canine ("the Unit") be recalled to duty during off-duty hours. The Town agrees to compensate the handler at the greater of two (2) hours compensation or the actual time worked at the rate of one and one-half (1 ½) times the handler's hourly wage in the event the handler is called back to duty during the handler's off-duty hours..

13. The Town agrees to provide the handler a stipend of fifteen (15) dollars per day for each and every day the handler is partnered with the canine for the length of the canine's service to the Department, provided, however, that said stipend will not be paid for any day(s) the canine is boarded, or the handler is away or unable to care for the canine due to injury or illness. The stipend will cease upon the removal of the canine from the handler or retirement of the canine from active service with the Department.

14. The Town reserves the right to discontinue the K9 Program with thirty (30) calendar days notice to the Union. If the Town discontinues the K9 Program, the Town and the Union agree that the handler will be assigned to his or her bid shift, insofar as allowed by seniority, for the balance of the current bid cycle.

15. The parties agree that this agreement is intended to schedule and compensate the handler in accordance with federal and state wage and hour laws governing the assignment of an officer to the care and handling of a canine.

ARTICLE 12

DUES CHECK-OFF

SECTION 12.01. Upon receipt of written authorization signed by the Employee, the Town shall deduct from the Employee's first paycheck of each month and remit to the Union an amount equal to the regular monthly dues uniformly required by the Union of each of its members. The remittance made to the Union must be made no later than the tenth (10th) day of the month following the month in which the deduction was made. No deduction shall be made from the paycheck of any Employee unless and until the Town has received written authorization to do so, signed by the Employee.

SECTION 12.02. The Union and the Employees, individually and/or collectively, agree to defend and hold the Town harmless from any claim or claims brought against the Town concerning the application of the provisions of **SECTION 12.01** above.

ARTICLE 13

NO-STRIKE CLAUSE

The Union and its officers, in behalf of themselves and the Employees in the bargaining unit, agree that they will not engage in, encourage or tolerate any strike, picketing, leafleting, slowdown, sit-down or any interruption of work in any form for the term of this Agreement.

ARTICLE 14

GRIEVANCE PROCEDURE

SECTION 14.01. **Definitions.** (a) "Grievance" is hereby defined as a written claim by an Employee that a specific provision expressed in this Agreement has been violated, misinterpreted or misapplied by the Town or by the Chief or a Captain. "Grievance" will not include discrimination claims or Department claims or complaints arising under the Darien Police Department Rules and Regulations, which shall continue to be processed in the manner established by the Department.

(b) A "Grievant" is hereby defined to mean any Employee who files a Grievance or the Union when it files a Grievance on behalf of a group of Employees in accordance with the provisions of this **ARTICLE**.

(c) **"Day"** is hereby defined as a day on which both the Grievant and the appropriate administrative officer (the Captain or the Chief named hereinafter as recipient of the Grievance) are scheduled to work.

SECTION 14.02. Procedure. All grievances shall be processed exclusively in accordance with the following procedures and in strict confidence:

(a) STEP ONE.

(1) Within seven (7) days after the alleged event on which the Grievance is based or within seven (7) days after the Grievant first knew, or, through the exercise of reasonable diligence, should have known of the alleged event on which the Grievance is based, whichever is later, the Grievant must submit the Grievance to the Captain of his or her division directly or through the Union representative. The Grievance must set forth a brief description of the claim(s) on which the Grievance is based and specify the **ARTICLE** and **SECTION** of this Agreement allegedly violated, misinterpreted or misapplied.

(2) The Captain shall, within seven (7) days following receipt of the Grievance, (A) confer with the Grievant in an attempt to resolve the Grievance, (B) answer the Grievance in writing with or without such a conference and/or (C) direct the Grievant to proceed to the next step.

(b) STEP TWO.

(1) If the Grievance is not resolved at Step One and the Grievant desires to proceed further, the Grievant must submit the Grievance to the Chief within seven (7) days following the Grievant's receipt of the Captain's response at Step One or, in the absence of such a response, within seven (7) days following the time provided the Captain for giving such a response.

(2) The Chief shall, within seven (7) days after the next regular meeting of the Board of Police Commissioners following his or her receipt of the Grievance, (A) confer with the Grievant in an attempt to resolve the Grievance, (B) answer the Grievance in writing with or without such a conference and/or (C) direct the Grievant to proceed to the next step.

(c) STEP THREE. If the Grievance is not resolved at Step Two and the Union desires to process the Grievance to Arbitration, the Union must file a Demand for Arbitration to the American Arbitration Association in New York City in accordance with the following terms and conditions:

(1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims discrimination or a right, benefit or obligation not expressly set forth in this Agreement.

(2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Chief, postmarked within the seven (7) calendar days immediately following the Grievant's receipt of the Chief's response at Step Two or, in the absence of such a response, within seven (7) days following the time provided for giving such a response.

(3) The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration was mailed.

(4) The Demand for Arbitration must be limited to the same Grievance submitted to the Captain at Step One.

(5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Town (or the Chief or a Captain) violated the specific provision of this Agreement enumerated in the Grievance. The Arbitrator will not have any authority or power to add to, delete from or modify in any way any provision expressed in this Agreement. The Arbitrator will have the power to make appropriate compensatory awards to make the Grievant whole for time or work opportunity lost, if any.

(6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

(7) The cost of the Arbitrator's services and the Arbitration hearing room will be borne equally by the Town and the Union.

(8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Town and the Union agree, on a case by case basis, to allow the Arbitrator to do so.

SECTION 14.03. General Provisions and Time Limits. (a) The procedures set forth in this **ARTICLE** shall be the exclusive means for processing Grievances.

(b) As it is important that Grievances be processed as rapidly as possible, the number of days indicated at each step will be construed as a maximum. The time limits specified will be extended only by written agreement of the parties to the Grievance.

(c) If an Employee does not file a Grievance in writing within seven (7) days after the event on which the Grievance is based or within seven (7) days after he/she first knew, or, through the exercise of reasonable diligence, should have known of the event on which the Grievance is based, whichever is later, the Grievance will be deemed to have been waived.

(d) Failure by the Grievant at any level to process a Grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at the last level to which the Grievance was timely processed. Failure by a Captain or the Chief to comply with the time limits set forth in this **ARTICLE** will enable the Grievant to process the Grievance to the next step in accordance with the provisions of this **ARTICLE**.

(e) Each party may have not more than three (3) representatives present at any step of the Grievance Procedure unless the Town and the Union agree to a different number. Where possible, Grievance discussions shall be held on off-duty hours.

(f) Consistent with the desires of the Town and the Union to avoid duplication of costs

and effort, the filing of a claim or complaint with the Connecticut Commission on Human Rights and Opportunities, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance or any other state or federal court or agency relating to any of the bases for discrimination set forth in **ARTICLE 3** of this Agreement shall constitute a waiver of access to the processes set forth in this **ARTICLE**.

(g) The Union, at its own initiative, may file and process a Grievance provided it directly affects the Union as a whole or two or more bargaining unit members similarly situated but then-currently assigned to different shifts or different divisions. Grievances filed by the Union must be filed directly with the Chief, but in all other respects must comply with the provisions of this **ARTICLE**.

ARTICLE 15

SEVERABILITY AND STABILITY

This Agreement shall constitute the sole and complete agreement between the parties and shall not be amended except in writing and only by mutual agreement between the parties. In the event any provision of this Agreement is rendered unenforceable or ineffective in whole or in part by any state or federal law, order or regulation, or a decision of a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

ARTICLE 16

DEPARTMENT RULES AND REGULATIONS

The Union recognizes the Darien Police Commission's right to adopt rules and regulations for the government of the police force in accordance with Section 34 of the Town of Darien Charter. However, any Department rule or regulation inconsistent with an express provision of this Agreement shall be superseded by this Agreement. Notwithstanding the foregoing, any change or modification, other than *de minimis*, in any existing Department rule or regulation, to the extent that such change or modification affects the conditions of employment of any member or members of the bargaining unit, shall be subject to bargaining with the Union prior to implementation.

ARTICLE 17

LAYOFFS

In the event that the Town determines a reduction in force is necessary, each Employee shall be laid off in reverse order of the Employee's Classification Seniority (i.e. the least senior Employee is laid off first, etc.) within the Employee's job classification. "Classification Seniority" is defined as the amount of time an Employee has been in a specific job classification or rank. Any Employee who is laid off is entitled to bump any Employee with less Classification Seniority in a lower job classification or rank, provided that Employee is qualified to perform the required work.

ARTICLE 18
DISCIPLINARY ACTIONS

SECTION 18.01. Where an Employee is requested to attend a meeting which may result in discipline, the Employee shall be entitled to have a Union representative of his/her choice attend the meeting.

SECTION 18.02. No Employee shall be reprimanded, suspended, demoted, dismissed, or otherwise disciplined without due and sufficient cause.

ARTICLE 19
DURATION

SECTION 19.01. This Agreement shall become effective as of the first payroll period beginning after the Union and the Representative Town Meeting in Darien both ratify this Agreement and shall remain in full force and effect through June 30, 2014, when it shall terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereto duly authorized and their seals affixed hereto as of the date and year first above written.

FOR THE TOWN OF DARIEN

**FOR THE DARIEN POLICE
UNION**

BY: _____
Karl F. Kilduff
Town Administrative Officer

BY: _____
Saverio Boccuzzi
Its President

APPENDIX A

PATROL OFFICERS' ANNUALIZED SALARIES

Step	<u>Fiscal Year</u> 2010-11	<u>Fiscal Year</u> 2011-2012	<u>Fiscal Year</u> 2012-2013	<u>Fiscal Year</u> 2013-2014
1	\$56,335	\$57,603	\$59,043	\$60,519
2	\$57,189	\$58,476	\$59,938	\$61,436
3	\$60,946	\$62,317	\$63,875	\$65,472
4	\$64,829	\$66,288	\$67,945	\$69,644
5	\$76,596	\$78,319	\$80,277	\$82,284

SERGEANTS' ANNUALIZED SALARIES

Step	<u>Fiscal Year</u> 2010-11	<u>Fiscal Year</u> 2011-2012	<u>Fiscal Year</u> 2012-2013	<u>Fiscal Year</u> 2013-2014
1	\$82,667	\$84,527	\$86,640	\$88,806
2	\$85,710	\$87,638	\$89,829	\$92,075

LIEUTENANTS' ANNUALIZED SALARIES

Step	<u>Fiscal Year</u> 2010-11	<u>Fiscal Year</u> 2011-2012	<u>Fiscal Year</u> 2012-2013	<u>Fiscal Year</u> 2013-2014
1	\$91,768	\$93,833	\$96,179	\$98,583
2	\$94,814	\$96,947	\$99,371	\$101,855

APPENDIX B

Assessment Centers for Promotions to Lieutenant and Captain

If no eligibility list is in effect on the date a permanent vacancy occurs, and as an alternative to the existing language and practice set forth in the General Orders and Section 11.02 Vacancies of this CBA, the Chief of Police may elect to utilize an Assessment Center to fill a permanent vacancy in the rank of Lieutenant or Captain. All other conditions set forth in the General Orders and Sec. 11.02 pertaining to Vacancies shall remain in effect.

If the Assessment Center is elected, the Chief shall provide written notice to the Association and post his/her election to utilize the Assessment Center within 30 days of the date of the vacancy. The examination shall be administered without undue delay, provided however, that in no case shall an Assessment Center examination be administered less than 60 days after Notice of the Assessment Center is prominently posted. All members of the Department who are eligible and apply to compete for promotion to the ranks of either lieutenant or captain shall be tested and scored on the following basis:

- a. An Assessment Center consisting of multiple components that can include, but not be limited to, scenario based exercises, oral or written parts, role playing exercises, and production of work samples as determined by the vendor administering the Assessment Center. The Assessment Center shall not include a polygraph.
- b. The multiple components of the Assessment Center shall be weighted equally and be scored to yield a final score based on a standard scale of 100, with 100 being a perfect score.
- c. The Assessment Center shall be held in the Town of Darien in a facility other than Police Headquarters
- d. The oral examinations shall be given by boards consisting of at least two members selected by the testing agency who, if possible, shall be law enforcement officers from other Departments or agencies. Any member of an oral board who is related to or personally (as distinct from professionally) acquainted with any promotion applicant should disqualify themselves from the examination of that applicant. The applicants may wear either police uniforms or civilian attire as they choose.
- e. A final score of 60 after written and oral examination and application of seniority credit, shall constitute a passing grade for promotion. A promotion list, consisting of final scores of all successful candidates listed in descending numerical order shall be promulgated by the testing agency and posted on the Department bulletin board immediately upon being received by the Department. The list shall state the effective date of its promulgation.

- f. In addition to scores received after an examination or Assessment Center, all applicants for all ranks shall receive seniority credit on the basis of ½ point for each year of service in the Department, but not to exceed a maximum of fifteen points.
- g. The Chief of Police shall select an independent organization to conduct the promotion process and shall publish a notice for the benefit of applicants as early as possible prior to the written examination of recommended sources and study materials as background for the testing, as soon as possible.

EXHIBIT 1

SCHEDULE OF BENEFITS

CENTURY PREFERRED

This schedule generally describes the benefits available for Covered Services under this Certificate. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Certificate. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Certificate.

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Member Annual Deductible	Not Applicable	\$500 individual \$1,000 two person \$1,500 family
Member Coinsurance	Not Applicable	20%
Member Cost-Share Maximum Includes the Annual Deductible and Coinsurance Maximum.	Not Applicable	\$1,500 individual \$3,000 two person \$4,500 family
Lifetime Maximum	Unlimited	\$1,000,000
Non- Participating Providers:		Are Paid at the 90 th Percentile
PREVENTIVE SERVICES		
Well Child Care: 1 exam a month, from birth to 5 months. 1 exam every 2 months from 6 to 12 months old. 1 exam every 3 months, from 13 months to 2 years of age. 1 exam every 6 months, from 25 months to 3 years of age. 1 exam every Calendar Year 4 through 21 years of age.	No Copay	Deductible & Coinsurance
Adult Physical Examinations: 1 exam every 3 Calendar Years 22 through 29 years of age. 1 exam every 2 Calendar Years 30 through 49 years of age. 1 exam per Calendar Year 50 years of age and older.	\$20 Copay	Deductible & Coinsurance
Routine Gynecological Visit 1 visit per Calendar Year including pap smear	\$20 Copay	Deductible & Coinsurance
Mammography One baseline screening for female 35 through 39 years of age. One screening mammogram every Calendar Year for female 40 and older. Note: or more frequently if recommended.	No Copay	Deductible & Coinsurance

Immunizations and Vaccinations Includes those needed for travel	No Copay	Deductible & Coinsurance
Vision Exams 1 vision exam and refraction every Calendar Years	\$20 Copay	Deductible & Coinsurance
Hearing Exams 1 hearing exam every 2 Calendar Years.	\$20 Copay	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions There is a maximum of 3 Per Admission Copayments per Member per Calendar Year.	\$250 Copay Per Admission	Deductible & Coinsurance
Specialty Hospital Unlimited	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Outpatient Surgery In a licensed ambulatory surgical center (including colonoscopy).	\$150 Outpatient Hospital Copay	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-Ray Services	No Copay	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans.	No Cost-Share	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits available, subject to Out of Network Cost-Shares.	\$20 Copay	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy, Chemotherapy for the treatment of cancer, Electroshock Therapy, Kidney Dialysis in a Hospital or free- standing dialysis center.	No Copay	Deductible & Coinsurance
Allergy Office Visit/Testing	\$20 Copay	Deductible & Coinsurance
Allergy Injections Immunotherapy, or other therapy treatments Unlimited.	No Copay	Deductible & Coinsurance

MEDICAL EMERGENCY / URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Copayment waived if the Member is admitted directly to the Hospital from the emergency room	\$75 Copay	Paid as an In-Network Service
Urgent Care Services	\$50 Copay	Paid as an In-Network Emergency Room Service
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	No Copay	Paid as an In-Network Service
PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit	\$20 Copay	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit)	No Copay	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	\$20 Copay	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Calendar Year	Not Applicable	Deductible & Coinsurance
Human Organ and Tissue Transplant Services Unlimited	No Copay	Deductible & Coinsurance
Home Health Care Nursing and therapeutic services limited to 200 visits. Home health aide services limited to 80 visits that are (applicable to the 200 visit limit).	No Copay	Deductible* & 20% Coinsurance *After a \$50 Deductible has been met, the member shall pay the applicable Coinsurance, plus amounts above the Maximum Allowable Amount. The Deductible for Home Health Care benefits accrues towards the Member's annual Deductible.
Hospice Care (inpatient) 60 days per Calendar Year.	No Copay	Deductible & Coinsurance
Infusion Therapy Unlimited maximum	No Copay	Deductible & Coinsurance
Ostomy Related Services	No Cost-Share	Deductible & Coinsurance

Durable Medical Equipment Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, drugs & supplies Not subject to DME maximum (Diabetic drugs paid as In-Network)	No Cost-Share	Deductible & Coinsurance
Infertility Services Please see Maternity/Family Planning Section of this document Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply or 100 unit dose, whichever is greater. Note: If this certificate has a Prescription Drug rider, see rider for infertility drug coverage. Infertility drugs will not apply to the Prescription Drug Rider Maximum. In the absence of a prescription drug rider then the coverage stated in this Schedule of Benefits will apply.	\$20 Copay Same as Hospital Outpatient Cost-Share Same as Hospital Inpatient Cost-Share Paid as Out-of-Network	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Maternity	\$20 Copay, first visit only	Deductible & Coinsurance
Wig Up to \$350 maximum per Member per Calendar Year.	No Copay	No Cost-Share
Specialized Formula	No Copay	Deductible & Coinsurance
OTHER		
Penalty for Failure to Prior Authorize Covered Services Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be no greater than \$500.	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))

Pre-Existing Condition Limitation Exclusion – For Late Enrollees, this Certificate does not cover charges for Pre-Existing Conditions diagnosed or treated during the 6 months immediately preceding the original Effective Date of continuous coverage during the Pre-Existing Condition Limitation Period. The Pre-Existing Condition Limitation Period may last up to 12 months from your Enrollment Date. Credit from prior Creditable Coverage will be applied if applicable to reduce your specific Pre-Existing Condition Limitation Period. You will be notified in writing by Anthem BCBS exactly how many months you will be subject to this exclusion.

Note: Out of Network services applicable after Deductible and Coinsurance. Member is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.



CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$7 Copayment Generic Drugs

\$15 Copayment Listed Brand-Name Drugs

\$30 Copayment Non-Listed Brand-Name Drugs

Unlimited Annual Maximum with Oral Contraceptives

Description of Benefits		You Pay:
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$7
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$15
Tier 3: Non-Listed Brand-Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$30
Annual Maximum		Plan Pays: Unlimited
		Per member per calendar year

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **31-day to 90-day supply** of maintenance drugs through the mail-order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

Exhibit 2

SCHEDULE OF BENEFITS

LUMENOS HEALTH SAVINGS ACCOUNT PLAN

This schedule generally describes the benefits available for Covered Services under this Certificate. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Certificate. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Certificate.

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Member [Calendar Year] [Plan Year] Deductible	\$2,000 single * \$4,000 family **	
Member Coinsurance	0%	20%
Member [Calendar Year] [Plan Year] Out-of-Pocket Limit	\$5,000 single*** \$10,000 family****	
Lifetime Maximum	Unlimited	Unlimited
<p>*Single Deductible – The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.</p> <p>**Family Deductible – The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Member or all Members collectively.</p> <p>***Single Out-of-Pocket Limit – Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Member for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>****Family Out-of-Pocket Limit – Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p>		

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening routine vision screening, and routine hearing screening (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible Only	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible Only	Deductible & Coinsurance
Outpatient Surgery In a licensed ambulatory surgical center	Deductible Only	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	Deductible Only	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible Only	Deductible & Coinsurance

THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year	Deductible Only	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible Only	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible Only	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible Only	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible Only	Deductible & In-Network Coinsurance Deductible
<i>Urgent Care Services</i>	Deductible Only	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible Only	Deductible Only
PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit	Deductible Only	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical-office visit)	Deductible Only	Deductible & Coinsurance

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible Only	Deductible & Coinsurance
<i>Inpatient Hospital Services</i> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible Only	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible Only	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible Only	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per [Calendar Year] [Plan Year]	Deductible Only	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible Only	Deductible & Coinsurance
Prescription Drugs:	Deductible & then:	
Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Diabetic equipment, drugs and supplies	Tier 1 \$10 Copay per Covered Drug Tier 2 \$20 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	Deductible & Coinsurance per prescription
Specialty Pharmacy The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	Deductible & Coinsurance per prescription
Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply. Diabetic drugs and supplies	Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug	Deductible & Coinsurance per prescription

Human Organ and Tissue Transplant Services Unlimited maximum	Deductible Only	Deductible & Coinsurance
Home Health Care Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are (applicable to the 200 visit limit)	Deductible Only	Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420.	Deductible Only	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible Only	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, and supplies	Deductible Only	Deductible & 50% Coinsurance
Ostomy Related Services	Deductible Only	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible Only	Deductible & Coinsurance
<i>Wig</i> Up to \$500 maximum per Member per [Calendar Year] [Plan Year]	Deductible Only	Deductible & Coinsurance
Specialized Formula	Deductible Only	Deductible & Coinsurance

Infertility Services Please see Maternity/Family Planning Section of this document		
Office Visit	Deductible Only	Deductible & Coinsurance
Outpatient Hospital	Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
Inpatient Hospital	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 34 day supply	Deductible Only	Deductible & Coinsurance
Maternity	[Deductible & Coinsurance] [Deductible]	Deductible & Coinsurance

Pre-Existing Condition Limitation Exclusion – For Late Enrollees, this Certificate does not cover charges for Pre-Existing Conditions diagnosed or treated during the 6 months immediately preceding the original Effective Date of continuous coverage during the Pre-Existing Condition Limitation Period. The Pre-Existing Condition Limitation Period may last up to 12 months from your Enrollment Date. Credit from prior Creditable Coverage will be applied if applicable to reduce your specific Pre-Existing Condition Limitation Period. You will be notified in writing by Anthem BCBS exactly how many months you will be subject to this exclusion.

Note: Out of Network services applicable after Deductible and Coinsurance. Member is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.

